

**PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made as of the 14<sup>th</sup> day of June in the year 2022 between The School Board of Hamilton County, Florida, whose address is 5683 US Highway 129 South – Suite 1, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and **North Florida Behavioral Services, LLC, Teresa Yancey, MEd, BCBA** whose address is **381 SW Pilots Way, Lake City, Florida 32024** (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services:** The PROFESSIONAL shall perform the following services:
  - A. Applied Behavior Analysis services which may include, but not limited to the following:**
    - Conducting behavioral assessments
    - Analyzing data
    - Writing and revising behavior-analytic treatment plans based on data
    - Assistance with creation of materials for implementation of the behavior plan
    - Training teachers and staff to implement components of treatment plan
    - Provide constructive feedback to teachers/administrators as to the implementation of treatment plans
    - Attendance at IEP meetings/manifestation hearings and assistance with writing behavior goals when requested
    - Meeting with parents and parent training
  - B. Provide technical assistance and in-service training to teachers and staff**
    - Positive behavior supports
    - Functions of behavior and behavior change
    - Classroom management
    - Use of reinforcement
    - Data collection
  - C. Provide additional assistance where needed and agreed upon by Professional and Coordinator of Exceptional Student Education**
  - D. At request of ESE Coordinator, Professional to participate in professional development activities at a fee amount of \$28.25 per hour for professional development hours only, excluding lunch/travel expenses.**

Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.

2. **Insurance:** The PROFESSIONAL, when a non-public entity, shall maintain throughout this Agreement insurance in the types and amounts provided in Appendix A which is attached and made a part of this agreement. Further:
  - A. "The School Board of Hamilton County, Florida and its members, officers and employees" shall be an additional named insured on all those

coverages/policies listed in Appendix A except Workers' Compensation Insurance and Professional Liability Insurance, if required.

- B. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
- C. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
  - (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
  - (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
- D. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate of insurance shall contain the provision that the SCHOOL BOARD be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.
- E. Unless otherwise notified, the certificate of insurance shall be delivered to:

Hamilton County Schools  
Attn: Business Services Department  
5683 US Highway 129 South – Suite 1  
Jasper, Florida 32052

- F. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Hamilton County, Florida  
5683 US Highway 129 South – Suite 1  
Jasper, Florida 32052

- G. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2 and Appendix A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.
3. Indemnification: PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of his or her duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of its officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of his or her duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.
4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. Permits, Licenses, and Fees: PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. Access to Records: PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the final invoice.
7. Payment: SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner:
- A. BCBA: \$105.00 per hour for on-site and off-site programming, training and meeting preparation.
  - B. Master's level student intern in behavior analysis: \$50.00 per hour\*
  - C. Bachelor's level student intern in behavior analysis: \$45.00 per hour\*
  - D. Registered behavior technician: \$35.00\*
- \*used only with permission of Coordinator of Exceptional Student Education**

- E. Provide services for a range of time no more than 28.0 hours per week, unless approved by Coordinator of Exceptional Education Education.
- F. PROFESSIONAL will not be paid or reimbursed for travel or travel time.

Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:

- (a) The date the task was performed;
  - (b) identification, by name or initials, of the person performing the task;
  - (c) a description, with reasonable particularity, of the task;
  - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
  - (e) the hourly rate applicable to the individual performing the task; and
  - (f) the fee being charged for the task.
8. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
9. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
10. No Third-Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. Jurisdiction: The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
12. Term and Termination: The term of this Agreement shall be for an initial term, up through and including one (1) year **July 1, 2022 through June 30, 2023**. All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon no less than thirty (30) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. The agreement may be renewed for up to two additional one-year periods upon the mutual written consent of both parties.

13. Approval of Personnel: The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
14. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
15. Background Investigations: The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
16. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
17. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions. Any subcontractors used pursuant to this paragraph and written consent of the School Board is required to provide PROFESSIONAL with an affidavit attesting that subcontractor does not employ, contract or subcontract with an unauthorized alien as defined by Fla. Stat. § 448.095. PROFESSIONAL shall retain a copy of this affidavit throughout the duration of this Agreement and is responsible for providing a copy of such affidavit to the School Board upon receipt
18. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
19. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
20. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the

party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

21. Maintenance and Public Access to Records. Appendix B is attached and made a part of this agreement.
22. Non-Collusion. In accordance with Fla. Stat. § 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
23. Use of E-Verify System. In accordance with Fla. Stat. § 448.095, PROFESSIONAL agrees to register with and use the E-Verify system for any employees they may hire during the term of this Professional Services Agreement. PROFESSIONAL will verify its use of the E-Verify System by executing APPENDIX C to this Agreement, which is incorporated and made a part of this Agreement and must be signed by PROFESSIONAL before services may commence under this Agreement. Sole Proprietors are not required to register and use the E-Verify system, however, should a sole proprietor employ anyone else, the sole proprietor will be required to execute an addendum to this Agreement acknowledging his or her use of the E-Verify system.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL BOARD OF HAMILTON  
COUNTY, FLORIDA

By:   
Superintendent

Date: 06-14-22

"PROFESSIONAL"

**North Florida Behavioral Services, LLC**

**381 SW Pilots Way, Lake City, FL 32024**

By: Teresa D. Yancey

Its:   
Corporate Officer

Date: 5/4/2022

## **APPENDIX A**

PROFESSIONAL shall maintain the following insurance coverages in force and effect during the duration of the Agreement (check all that are applicable):

1. ☒ **GENERAL LIABILITY**

- A. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
- B. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.
- C. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
- D. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.

2. ☒ **AUTOMOBILE LIABILITY**

- A. Contractor shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
- B. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

3. ☒ **WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

- A. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
- B. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
- C. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.
- D. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.

4. ☒ **PROFESSIONAL LIABILITY**

- A. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.

## **APPENDIX A – Page 2**

- B. PROFESSIONAL must provide proof of coverage for up to two (2) years after the completion of the project.

### **GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERAGES**

1. The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

#### **NOTICE OF CANCELLATION:**

2. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Hamilton County, Florida, and except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
3. Such notice shall be sent directly to The School Board of Hamilton County, Florida.
4. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify The School Board of Hamilton County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.



## **APPENDIX B**

### **THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA** **Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Philip Pinello, Assistant Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: philip.pinello@hamiltonfl.com. telephone number (386) 792-7802.**

## **APPENDIX C**

### **REGISTRATION AND USE OF E-VERIFY SYSTEM**

Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, PROFESSIONAL shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

- A. PROFESSIONAL must provide evidence of compliance with Fla. Stat. § 448.095 no later than the contract origination date. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- B. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have executed this PROFESSIONAL SERVICES CONTRACT ADDENDUM the day and year written below.

#### **Professional:**

Teresa D. Yancey  
Name

Board Certified Behavior Analyst  
Title

  
Signature


5/5/2022  
Date

1811212  
Contractor E-Verify Registration Number \*

**\* If applicable, required to be provided before contract is fully executed.**

#### **District:**

E-Verify is ☐ / is not ☐ applicable to this contract (N/A only to sole proprietors without employees). If applicable, do not sign until the E-Verify Registration Number has been provided.

BY:  6-14-22  
District Authorized Signature Date

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

1. The prospective lower tier participant certifies to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name of Applicant: <i>Teresa Yancey</i>	Contract #:
Printed Name and Title of Authorized Representative: <i>Teresa Yancey owner</i>	
Signature: <i>Teresa Yancey</i>	Date: <i>5/5/2022</i>

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (2 CFR Part 180).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Teresa Yancey</b>		
2 Business name/disregarded entity name, if different from above <b>North Florida Behavioral Services, LLC</b>		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>381 SW Pilots Way</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Lake City, FL 32024</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	7	-	3	6	9	5	6	4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <b>Teresa Yancey</b>	Date <b>5/5/2020</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

to School Board of Hamilton County, Florida

by Teresa Yancey

for North Florida Behavioral Services, LLC

Whose business address is: 381 SW Pilots Way, Lake City FL 32024

(If applicable) its Federal Employer Identification Number (FEIN) is: 87-3695644

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime or;
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)
- ☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Teresa De la Yancy  
(Signature)

5/6/2022

STATE OF FLORIDA (Date)

COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

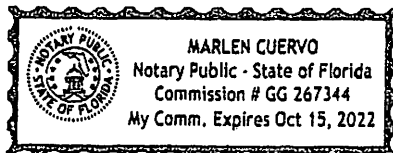
Teresa De la Yancy FLID. 4520-804-59-746-0.  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this 6 day of May, 2022.

[Signature]  
(NOTARY-PUBLIC)

My Commission Expires: Oct 15, 2022





## BEHAVIOR ANALYST CERTIFICATION BOARD®

7950 Shaffer Parkway, Littleton, CO 80127 USA

Tel. 1-720-438-4321 | [www.bacb.com](http://www.bacb.com)

Below you will find your wallet card, which includes information related to your BACB certification. We recommend that you keep this card handy for when you need easy access to your certification information.

Your card includes two codes that may be scanned to obtain additional information. We anticipate that approved continuing education (ACE) providers will begin using scanners to record your attendance at continuing education events in the future. You should take this card with you to these types of events to facilitate more efficient processing of your continuing education units. Please check with ACE providers directly about whether they will be using these cards at specific events.

The information contained in the codes on your card includes:

Bar Code	QR Code
Certificate number	Full Name
	Certificate number
	Certification Expiration Date

Please note that the coded information on this card does not change or update. If your contact information changes (e.g., you move or change your name), you should let ACE providers know that information on the card is out-of-date. You can also update your information online and reprint updated cards.



### Behavior Analyst Certification Board

Certification #: 1-14-15863

Certification: Board Certified

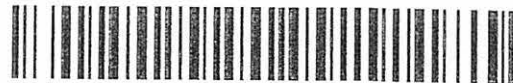
Behavior Analyst (BCBA)

Issued On: Feb 28, 2014

Valid To: Feb 28, 2023

Certificant:  
Teresa Yancey  
381 SW Pilots Way

Lake City, FL 32024



1-14-15863

Subject to ongoing ethical compliance. This ID card verifies that the holder was certified at the time the card was issued. You may obtain primary source verification of BACB certification via the Certificant Registry at [www.bacb.com/verify-certification/](http://www.bacb.com/verify-certification/) or via telephone at 1-720-438-4321

Printed:  
May 05, 2022

7950 Shaffer Parkway, Littleton, CO 80127, USA  
[www.bacb.com](http://www.bacb.com) | 1-720-438-4321



EMPLOYERS PREFERRED INS. CO.  
A Stock Company

Workers' Compensation and Employers Liability  
Insurance Policy

Policy Number	Policy Period From To
EIG 4972884 00	06/01/2022 06/01/2023 <small>12:01A.M. Standard Time at the address of the Insured as stated herein</small>

Transaction				
POLICY DECLARATIONS				
NCCI Carrier #	31283	WCIRB CARRIER#	PRIOR POLICY NUMBER	NEW
1. Named Insured and Address			Agent	
NORTH FLORIDA BEHAVIORAL SERVI 381 SW PILOTS WAY LAKE CITY FL 32024			ADP - PITTSBURGH - SBS EL PASO SALES 1 ADP BLVD M/S 625 ROSELAND, NJ 07068  Telephone: 8005247024	
0033005				
Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	31283	873695644		LIM LIABILITY CO

Additional Locations:

2. The Policy Period is from 06/01/2022 to 06/01/2023 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.  
The limits of our liability under Part TWO are:
- |                           |    |         |               |
|---------------------------|----|---------|---------------|
| Bodily Injury by Accident | \$ | 500,000 | each accident |
| Bodily Injury by Disease  | \$ | 500,000 | policy limit  |
| Bodily Injury by Disease  | \$ | 500,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:  
All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.  
All information required below is subject to verification and change by audit.

### SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	192	Expense Constant	\$	160
			Premium Discount	\$	
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	458

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this Day of

Issued Date: 04/21/2022

Issuing Office EMPLOYERS PREFERRED INS. CO.  
P.O. BOX 539003  
HENDERSON, NV 89053-9003

  
Authorized Representative

Issued Date 04/21/2022  
WC990630 (5/98 Ed.)

INSURED COPY





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
<b>INSURED</b> North Florida Behavioral Services, LLC 381 Southwest Pilots Way Lake City FL 32024	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			UDC-5155850-CGL-22	06/01/2022	06/01/2023	<b>EACH OCCURRENCE</b> \$ 1,000,000
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>						<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 100,000
							<b>MED EXP (Any one person)</b> \$ 5,000
							<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						<b>GENERAL AGGREGATE</b> \$ 2,000,000
	<input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>						<b>PRODUCTS - COMP/OP AGG</b> \$ S/T Gen. Agg.
	<b>OTHER:</b>						\$
	<b>AUTOMOBILE LIABILITY</b>						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> <b>ANY AUTO</b>						<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> <b>OWNED AUTOS ONLY</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b>						<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>						<b>PROPERTY DAMAGE (Per accident)</b> \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b>						<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>						<b>AGGREGATE</b> \$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> <b>Y/N</b>	N/A					<b>PER STATUTE</b> <input type="checkbox"/> <b>OTH-ER</b> <input type="checkbox"/>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <input type="checkbox"/>						<b>E.L. EACH ACCIDENT</b> \$
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>						<b>E.L. DISEASE - EA EMPLOYEE</b> \$
							<b>E.L. DISEASE - POLICY LIMIT</b> \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF THE MASTER  
POLICYHOLDER

PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "Underwriters") for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

Coverage Reference No: 21143

1. Named Insured: Teresa Yancey  
North Florida Behavioral Services  
381 SW Pilots Way, LAKE CITY, FL 32024, US.  
Additional Insureds: School Board of Hamilton County, Florida  
5683 US 129 South, Suite 1 Jasper Florida 32052  
1 Additional Professionals  
Category 1: 0  
Category 2: 1  
Category 3: 0  
Category 4: 0

2. Membership Number: 84152  
Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)  
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503  
Master Policy Number: B0572MR22WI08

3. Policy Period: The Policy Period shall commence during the Policy Period set forth below. Coverage shall commence from the date upon which the Named Insured holds a valid membership with the Master Policyholder during the Policy Period and shall continue up to but not exceeding 365 days in all.

From: 16TH APRIL 2022  
To: 16TH APRIL 2023  
Both dates at 12:01 a.m Local Time at the address stated in Item 1 above.

4. Policy Administrator: Huntington Insurance  
23 Federal Plaza W  
BDM10  
Youngstown, OH 44503  
ProgramServices@Huntington.com

5. Limits of Liability:

1. Professional Liability Section

Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)

- |  |             |
|--|-------------|
| a. Each Claim including Claims Expenses                            | \$1,000,000 |
| But sublimited to:   |             |
| i. Sexual/Physical Misconduct Each Claim including Claims Expenses | \$25,000    |
| b. Aggregate including Claims Expenses                             | \$3,000,000 |
| But sublimited to:   |             |
| i. Sexual/Physical Misconduct Aggregate including Claims Expenses  | \$75,000    |

**2. General Liability Section**

Limit of Liability for Insuring Agreement I.A.2., (General Liability and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability)

- a. Each **Claim** including **Claims Expenses** \$0  
But sublimited to:
  - i. Fire Legal Liability (Insuring Agreement I.A.3.) \$0  
each **Claim** including **Claims Expenses**
- b. Aggregate including **Claims Expenses** \$0

**3. Products/Completed Operations Section**

Limit of Liability for Insuring Agreement I.A.4., (Products/Completed Operations Liability),

- a. Each **Claim** including **Claims Expenses** \$0
- b. Aggregate including **Claims Expenses** \$0

**4. Computer Information Security Liability Section**

Limit of Liability for Insuring Agreement I.A.5., (Computer Information Security Liability),

- a. Each **Claim** including **Claims Expenses** \$0
- b. Aggregate including **Claims Expenses** \$0

**5. Privacy Liability Section**

Limit of Liability for Insuring Agreement I.A.6., (Privacy Liability),

- a. Each **Claim** including **Claims Expenses** \$0
- b. Aggregate including **Claims Expenses** \$0  
But sublimited to:
  - i. Aggregate for the **Policy Period** for all **Privacy Violation costs** \$0  
covered under Insuring Agreement I.A.6.

**6. Hired and Non Owned Auto**

Limit of Liability for Insuring Agreement I.A.7., (Hired and Non Owned Auto),

- a. Each **Claim** including **Claims Expenses** \$0
- b. Aggregate including **Claims Expenses** \$0

**7. Policy Aggregate Limit of Liability**

\$3,000,000

The Limits of Liability stated under 1, 2, 3, 4, 5 and 6 above are part of, and not in addition to, the overall Policy Aggregate Limit of Liability stated under this Section 7.

The Limits of Liability under Item 5. shall apply separately to each Section. Under no circumstances shall any one **Claim** trigger multiple sections.

- 6. **Retroactive Dates:** Professional Liability: 16TH APRIL 2022
- 7. **Terrorism Coverage:** No
- 8. **Waiver of Subrogation:** No
- 9. **Territory:** Worldwide
- 10. **Notification under this Policy:** Huntington Insurance Inc  
Michael Dercoli, CPCU, CIC  
Senior Sales Executive  
23 Federal Plaza W  
Youngstown, OH, 44503  
Tel: 866-318-5028  
Fax: 877-243-0712  
Email: ProgramServices@Huntington.com

**11. Notice of Claim or  
Circumstances:**

Claims Department  
Beazley Group  
30 Batterson Park Road,  
Farmington CT 06032  
Email: [uspeclaims@beazley.com](mailto:uspeclaims@beazley.com)  
Tel: 888-222-1123 Fax: 866-910-1397  
When reporting a claim please provide Program Name (ABAI US) and Master Policy Number  
B0572MR22WI08

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The Master Policy contains the following exclusions:

**1. Exclusions applicable to Insuring Agreement I.A.1 (Professional Liability)**

- a. **Bodily Injury, Property Damage or Advertising Liability**, except with respect to **Bodily Injury** arising out of any negligent act, error or omission of any **Insured** in rendering or failing to render **Professional Services**.
- b. Criminal, dishonest, fraudulent or malicious acts, error or omissions.
- c. Contractual liability
- d. Claims based upon an express or implied warranty or guarantee, or breach of contract in respect of an agreement to perform work for a fee
- e. **Insured's** activities as a trustee, partner, officer, director or employee of any trust, charitable organization, corporations, company or business other than that of the **Named Insured**
- f. Financial or investment advice
- g. Libel or slander
- i. No valid license for the performance of **Professional Services**
- j. Rendering or failing to render **Professional Services** to **Professional Athletes**

**2. Exclusions applicable to Insuring Agreement I.A.2 (General Liability and Advertising Liability) and Insuring Agreement I.A.3 (Fire Legal Liability).**

- a. **Claims** arising out of the rendering or failing to render **Professional Services**;
- b. Use of force expected or intended from the standpoint of the **Insured**;
- c. Ownership, maintenance, operation, use, loading or unloading of any **Automobile**, aircraft or watercraft.
- d. Transportation of **Mobile Equipment** by any **Automobile**;
- e. Alcoholic beverages;
- f. **Personal Injury** to any **Employee**;
- g. **Property Damage** to property owned, rented or temporarily occupied by the **Insured**, personal property in the care, custody and control of the **Insured**;
- h. Recall
- i. **Claims** against or in connection with any business enterprise not named in the Declarations which is owned by the **Insured** or in which any **Insured** is a trustee, partner, officer, director or employee
- j. Employee Retirement Income Security Act 1974 and amendments
- k. **Claim** or circumstance in respect of which any **Insured** has given notice to any insurer of any other policy or self-insurance prior to the inception date
- l. **Claim** or circumstance known to the **Insured** prior to the inception date
- m. Acts, error, omissions or **Accidents** which first took place prior to the Retroactive Date
- n. Discrimination
- o. Insolvency or Bankruptcy of the **Insured**
- p. Punitive and exemplary damages, fines, sanctions, taxes, costs or expenses
- q. Employer-employee relations, policies, practices, acts or omissions.
- r. Violation of Securities Acts, of Racketeer Influenced and Corrupt Organizations Act
- s. Anti-trust
- t. Regulatory actions
- u. Plagiarism, misappropriation of likeness, infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright; unless covered under Insuring Agreement I.A.2.
- v. Product Liability
- w. Pharmacy services
- x. Manufacture, handling sale or distribution of Phenylpropanolamine, Phenylpropanolamine Hydrochloride, PPA or any product or drug containing any of these substances
- y. Asbestos, Mould, Electromagnetic Field or Radiation, Pollution.
- z. **Insured vs Insured**
- aa. HIV, AIDS, hepatitis or any other infectious disease or any complex or syndrome related.

**PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND  
YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.**

The underwriters shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages**. Underwriters will pay **Claims Expenses** with respect to any **Claim** seeking **Damages** which are payable under the terms of the Master Policy. **Claims Expenses** shall reduce and may exhaust the Limits of Liability.

If any payment is made under the Master Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after an incident or event giving rise to a **Claim** to prejudice such rights.

By acceptance of the attached Master Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that the Master Policy is issued in reliance upon the truth thereof.

**NO ADMISSION OF LIABILITY, ASSUMPTION OF OBLIGATION OR PROMISE TO PAY EITHER EXPRESS OR IMPLIED MAY  
BE MADE EITHER VERBALLY OR IN WRITING.**

**IF THE INSURED RECEIVES ANY NOTICE OF A CLAIM OR IS AWARE OF A CIRCUMSTANCE WHICH MAY RESULT IN A  
CLAIM FULL DETAILS OF THE CLAIM, CIRCUMSTANCE OR INCIDENT SHOULD BE SENT IMMEDIATELY IN WRITING BY  
EMAIL OR LETTER (INCLUDING THE INSURED MEMBERSHIP NUMBER) TO THE ADDRESS STATED IN ITEM 10 OF THIS  
CERTIFICATE OF INSURANCE.**

**NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO  
ANY INSURED.**

**THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO  
AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.**



## DECLARATIONS

### PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** and reported to the Underwriters during the **Policy Period** or **Extended Reporting Period**, if applicable. **Claims Expenses** are within and reduce the Limit of Liability under this Policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section V., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

**Underwriters:** Certain Underwriters at Lloyd's, London

**Master Policyholder:** ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)  
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503

**Master Policy Number:** B0572MR22WI08

**Coverage Reference No:** 21143

**Item 1.                   Named Insured:**  
Teresa Yancey  
North Florida Behavioral Services

**Address:**  
381 SW Pilots Way,  
LAKE CITY, FL 32024, US.

**Item 2.                   Policy Period:**  
**From:** 16th April 2022  
**To:** 16th April 2023

**Item 3.                   Insuring Agreements Included**

INSURING AGREEMENTS	YES/NO
Insuring Agreement I.A.1 Professional Liability:	Yes
Insuring Agreement I.A.2 General Liability and Advertising Liability	No
Insuring Agreement I.A.3 Fire Legal Liability	No
Insuring Agreement I.A.4 Product Liability	No
Insuring Agreement I.A.5 Computer Information Security	No
Insuring Agreement I.A.6 Privacy Liability	No
Insuring Agreement I.A.7 Hired and Non-Owned Auto	No

## Item 4.

**Limits of Liability:****1. Professional Liability Section**

Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)

- a. Each **Claim** including **Claims Expenses** \$1,000,000  
But sublimited to:

- i. Sexual/Physical Misconduct Each **Claim** including **Claims Expenses** \$25,000

- b. Aggregate including **Claims Expenses** \$3,000,000  
But sublimited to:

- i. Sexual/Physical Misconduct Aggregate including **Claims Expenses** \$75,000

**2. General Liability Section**

Limit of Liability for Insuring Agreement I.A.2., (General Liability and Advertising Liability), and Insuring Agreement I.A.3., (Fire Legal Liability)

- a. Each **Claim** including **Claims Expenses** \$0  
But sublimited to:

- i. Fire Legal Liability (Insuring Agreement I.A.3.) each **Claim** including **Claims Expenses** \$0

- b. Aggregate including **Claims Expenses** \$0

**3. Products/Completed Operations Section**

Limit of Liability for Insuring Agreement I.A.4., (Products/Completed Operations Liability),

- a. Each **Claim** including **Claims Expenses** \$0  
b. Aggregate including **Claims Expenses** \$0

**4. Computer Information Security Liability Section**

Limit of Liability for Insuring Agreement I.A.5., (Computer Information Security Liability),

- a. Each **Claim** including **Claims Expenses** \$0  
b. Aggregate including **Claims Expenses** \$0

**5. Privacy Liability Section**

Limit of Liability for Insuring Agreement I.A.6., (Privacy Liability),

- a. Each **Claim** including **Claims Expenses** \$0  
b. Aggregate including **Claims Expenses**

- But sublimited to:  
i. Aggregate for the **Policy Period** for all **Privacy Violation costs** covered under Insuring Agreement I.A.6. \$0

**6. Hired and Non Owned Auto**

Limit of Liability for Insuring Agreement I.A.7., (Hired and Non Owned Auto),

- a. Each **Claim** including **Claims Expenses** \$0  
b. Aggregate including **Claims Expenses** \$0

**7. Policy Aggregate Limit of Liability**

\$3,000,000

The Limits of Liability stated under 1, 2, 3, 4, 5 and 6 above are part of, and not in addition to, the overall Policy Aggregate Limit of Liability stated under this Section 7.

The Limits of Liability under Item 4 shall apply separately to each Section. Under no circumstances shall any one **Claim** trigger multiple sections.

## Item 5.

**Deductible****Professional Liability, General Liability, Computer Information Security Liability**

Deductible for Insuring Agreement I.A.1., (Professional Liability), I.A.2. (General Liability), I.A.3. (Fire Legal Liability), I.A.4. (Product Liability), I.A.5. (Computer Information Security), I.A.6. (Privacy Liability) and I.A.7. (Hired and Non-Owned Auto Liability)

\$500

- Each **Claim** including **Claims Expenses**

- Item 6. **Extended Reporting Period**  
**Length of Extended Reporting Period**      **Premium of Extended Reporting Period**  
 12 months      100% of the premium set forth in Item 7. of the Declarations  
 24 months      175% of the premiumdocument set forth in Item 7. of the Declarations  
 36 months      225% of the premium set forth in Item 7. of the Declarations
- Item 7. **Premium**  
 The premium paid in respect of the entire **Policy Period**
- |   |          |
|---|----------|
| 1. Professional Liability                                   | \$299.36 |
| 2. General Liability (if purchased)                         | \$0.00   |
| 3. Product Liability (if purchased)                         | \$0.00   |
| 4. Waiver of Subrogation (if purchased)                     | \$0.00   |
| 5. Computer Information Security and Privacy (if purchased) | \$0.00   |
| 6. Hired and Non Owned Auto (if purchased)                  | \$0.00   |
| 7. Admin Fees   | \$25.00  |
| 8. Taxes  | \$14.97  |
| 9. Stamping Fees  | \$0.00   |
| 10. Broker Fee  | \$0.00   |
| Total Annual Premium  | \$339.33 |
- Item 8. **Retroactive Date:**  
 Professional Liability: 16TH APRIL 2022
- Item 9. **Notifications under this Policy:**  
 1. Recipient of Notice of the **Insured's** Cancellation:  
  
 Huntington Insurance Inc  
 Michael Dercoli, CPCU, CIC  
 Senior Sales Executive  
 23 Federal Plaza W  
 Youngstown, OH, 44503  
 Tel: 866-318-5028  
 Fax: 877-243-0712  
 Email: ProgramServices@Huntington.com
2. Recipient of Notice of the **Insured's** Intention to purchase the Extended Reporting Period Coverage and premium for the Extended Reporting Period:  
  
 as 9.1. above
- Item 10. **Notice of Claim or Circumstances in accordance with Clause X.**  
 Claims Department  
 Beazley Group  
 30 Batterson Park Road,  
 Farmington CT 06032  
 Email: uspecclaims@beazley.com  
 Tel: 888-222-1123 Fax: 866-910-1397  
 When reporting a claim please provide Program Name (ABAI US) and Master Policy Number B0572MR22WI08
- Item 11. **Terrorism Coverage:**  
 Coverage Purchased: No
- If 'Yes', Terrorism Coverage Premium: \$0.00 is included in the Professional Liability premium.



- Item 12. **Service of Suit:**  
Service of Suit upon the Underwriters pursuant to Clause XXII. of the Policy may be made upon
- Mendes & Mount  
750 7th Avenue  
New York  
New York 10019-6829, USA
- Item 13. **Choice of Law:** The State of Ohio
- Item 14. **Professional Services:**  
- Applied Behavior Analyst
- Item 15. **Endorsement Effective At Inception:** None



\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
17th March 2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
President